

UNITED STATES/AUSTRALASIA
INTERCONFERENCE AND CARRIER
DISCUSSION AGREEMENT

FMC NO.
203-011117-028
(2D EDITION)

FIRST REVISED
PAGE NO. i

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but are not limited to, port-to-port rates, overland rates, volume rates, port area intermodal rates, through rates, interior point intermodal rates and minilandbridge rates for service in the Trade. The parties are not authorized to publish a common tariff or service contract hereunder, but may agree to aggregate the volume of cargo for purposes of time volume rates separately published in their individual tariffs and service contracts separately published in their individual essential terms publication; provided, however, that the agreement to aggregate cargo under service contract and to take other action with respect to such contracts must be unanimous. The parties shall have no obligation to adhere, other than voluntarily, to any consensus or agreement reached under the authority of this Article 5.1 and no penalties shall be applicable for failure to adhere to any consensus or agreement reached hereunder. If any party shall decide not to adhere to any such consensus or agreement, it shall endeavor to promptly notify each other party of such decision.

(b) The parties are authorized to discuss and agree upon voluntary guidelines relating to the terms and procedures of their individual service contracts. Any such guidelines shall explicitly state the right of the parties to not follow the guidelines. Any such guidelines shall be confidentially submitted to the Commission.

5.2 The parties, or any of them, are authorized to meet, exchange information, and to discuss, negotiate and agree upon the formulation of any lawful agreement permitting the rationalization of service, equipment or capacity in all or any part of the Trade, by joint service, or otherwise; provided that no such agreement may become effective until all governmental conditions required to be fulfilled prior to its effectiveness shall have been fulfilled.

5.3 The parties, or any of them, are authorized to charter space on their respective vessels in the Trade to/from each other on an *ad hoc*, emergency or interim (i.e., for a period not to exceed 90 days) basis at such rates as may be agreed to from time to time by a two-thirds vote of all parties. Other terms and conditions of such space charter arrangements shall be determined by the parties involved, unless two-thirds of the parties vote to establish such terms and conditions, in which case they shall govern any such arrangements. The parties may also exchange, interchange and lease empty containers, chassis and other like equipment among themselves, at rates, terms and conditions as may be agreed to by the parties involved, unless two thirds of the parties vote to establish such terms and conditions, in which case they shall govern any such arrangements. Provided, however, that nothing in this Agreement shall be construed to prohibit any party or parties from chartering space or exchanging equipment among themselves or with other parties under rates, terms and

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conditions established pursuant to an agreement filed with the Federal Maritime Commission and effective pursuant to the Shipping Act of 1984, even if such rates, terms, and conditions are different from those established pursuant to this paragraph 5.3. Provided, further, that any on-going space charter arrangement involving two or more of the parties shall be authorized by a separate agreement filed with the FMC. To the extent that any charter arrangements have been entered into between or among the parties pursuant to this Article 5.3, the parties shall submit to the Federal Maritime Commission a semi-annual report containing the following information: (a) names of the parties involved in the charter, (b) TEU measurement of all cargo carried during the reporting period pursuant to such arrangement, (c) sailing date (or in case the arrangement involves more than one sailing, the commencement date and the termination date) and (d) port(s) from and to which the arrangement applies; or state "None."

5.4 In furtherance of the foregoing, parties may meet together; may adopt administrative rules (including procedures for the conduct of meetings and the sharing of expenses incurred hereunder); may appoint committees with such authority as the parties shall delegate to them; may retain consultants or other third parties; may compile and distribute or exchange information relating to trade conditions, costs or revenues of the parties or other persons, or any other matter pertaining to the Trade; and may meet with shippers, shipper groups or other persons. Action under this Agreement (including adoption of any modification to this Agreement) may be taken at any meeting or by written or oral approval, but no modification of this Agreement may be adopted unless approved by all the parties hereto.

ARTICLE 6 -- OFFICIALS OF THE AGREEMENT AND DELEGATIONS
OF AUTHORITY

6.1 The parties may appoint a chairman and may employ administrative personnel, attorneys and other persons to perform services in connection with this Agreement and otherwise provide for administrative and housekeeping arrangements.

6.2 The following individuals each has the authority on behalf of the parties hereto to file this Agreement with the Federal Maritime Commission, and execute and file any modification to this Agreement agreed to by the parties and to submit any associated materials in support thereof, as well as the authority to delegate same;

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- (a) The Secretary of the United States Australasia Agreement;
- (b) Legal counsel for this Agreement and each of the carrier parties hereto.

ARTICLE 7 -- MEMBERSHIP, WITHDRAWAL, READMISSION AND
EXPULSION

(a) Any conference of ocean common carriers whose members provide service in the Trade, and any ocean common carrier providing service in the Trade, may hereafter become a party to this Agreement by signing the Agreement or a counterpart copy thereof.

(b) No party may be expelled from this Agreement against its will or otherwise terminated as a party except for abandonment of service. No expulsion shall become effective until a detailed statement setting forth the reasons therefor has been furnished to the expelled party.

(c) Any party may withdraw from this Agreement at any time upon 10 days' written notice to the other parties.

(d) No such change in membership shall become effective until the fulfillment of all governmental conditions required to be fulfilled prior to the effectiveness thereof.

ARTICLE 8 -- VOTING

Each party shall have none vote under this Agreement.

ARTICLE 9 -- DURATION AND TERMINATION OF THE AGREEMENT

This Agreement entered into force on July 6, 1987 and shall continue in effect indefinitely unless terminated by unanimous vote of the membership.

ARTICLE 10 -- CONFIDENTIALITY

Except as may be duly required by governmental regulations, compulsory process of law, or otherwise agreed, no party shall disclose to any person, except its own

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APPENDIX A
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APPENDIX A

The parties to the United States/Australasia Interconference and Carrier Discussion Agreement are as follows:

Conferences

United States Australasia Agreement and its member lines (whose names are marked with an * below)

710 Dorval Drive
Suite 401
Oakville, Ontario
Canada L6K 3V7

Carriers

P&O Nedlloyd Limited*
One Meadowlands Plaza
East Rutherford, NJ 07073

Australia-New Zealand Direct Line*
3601 S. Harbor Boulevard
Santa Ana, CA 92704

Ocean Star Container Line*
(a division of Contship
Containerlines Limited)
Contship House
Neptune Quay
Ipswich IP4 1AX
United Kingdom

Hamburg-Sudamerikanische
Dampfschiffahrtsgesellschaft
KG*
Ost-West-Str. 59
2000 Hamburg 11
Germany

Compagnie Marseille Fret ("Marfret")
13 Quai de La Joliette
13002 Marseille
France

Wallenius Wilhelmsen Lines AS*
Strandveien 20
P.O. Box 33, N-1324
Lysaker, Norway

CMA CGM*
4, quai d'Arenc
13215 Marseilles
France

Fesco Ocean Management Limited
d/b/a Fesco Australia North
America Line
614 Norton Building
801 Second Avenue
Seattle, Washington 98104

Dampskibsselskabet of 1912, Aktieselskab
and Aktieselskabet Dampskibsselskabet Svendborg
trading as Maersk Sealand
50 Esplanaden
DK-1098 Copenhagen K
Denmark

APPENDIX B

MINIMUM LEVELS OF SERVICE

1. **Extent of Undertaking to Provide Minimum Level of Service**

With a view to providing adequate, economic and efficient shipping services, Member Lines agree, subject to the conditions set out in this Appendix, to provide the minimum level of service specified in Paragraph 3.

2. **Basis of Providing Minimum Level of Service**

The Minimum Service Level in this Appendix is subject to Force Majeure (including strikes, actual conflict or civil disturbance) wherever occurring.

The minimum level of service specified in Paragraph 3 is established having regard to actual trading and operational conditions in the 12 months to 30 April, 2001. In the event that any of these conditions change to a degree which could prevent the achievement of the specified minimum level of service, the Member Lines have the right, with prior notice to the relevant Designated Shipper Body, to provide proportionately a lower level of service for a period not exceeding 90 days.

If the present Appendix is not amended in respect of the minimum service level within the 90 day period, Member Lines will take whatever action is necessary to provide the minimum level of service specified in Paragraph 3.

3. **Statement of Minimum Service Levels**

The minimum service level for the purpose of this Agreement on the basis in Paragraph 2 is as follows:

a. **Minimum Capacity and Service**

The Member Lines collectively undertake to maintain sufficient tonnage in the trade to provide 140,500 TEUs and 208 sailings per annum on a regular basis together with sufficient containers in good working order and condition.

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- b. Loading Ports
(by direct service or indirect service at base port rates at no extra cost to shippers/exporters).

Los Angeles/Long Beach
San Francisco/Oakland
Seattle/Tacoma
Philadelphia

- c. Discharge Ports
(by direct service or indirect service at base port rates at no extra cost to shippers/exporters).

Melbourne
Sydney
Brisbane

- d. Other Ports
Ports other than those stipulated in 3b. above may be served directly or indirectly by the Lines. Additional freight or on-carrying charges may apply.

4. Amendment

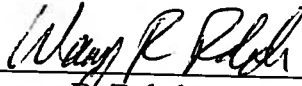
This Appendix is subject to amendment by Member Lines after negotiation, if required, with the relevant Designated Shipper Body, currently the Importers Association of Australia.

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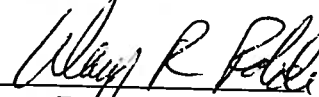
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereby agree this 4th day of August, 2001, to modify the Agreement as set forth in the attached pages and to file the same with the U.S. Federal Maritime Commission.


UNITED STATES AUSTRALASIA
AGREEMENT


Wayne R. Rohde
Attorney-in-fact


OCEAN STAR CONTAINER LINE,
(a division of Contship
Containerlines Limited)


Wayne R. Rohde
Attorney-in-fact


COMPAGNIE MARSEILLE FRET


Wayne R. Rohde
Attorney-in-fact


CMA CGM


Wayne R. Rohde
Attorney-in-fact


P&O NEDLLOYD LIMITED


Wayne R. Rohde
Attorney-in-fact


HAMBURG-SUDAMERIKANISCHE
DAMPFSCHIFFFAHRTSGESELL-
SCHAFT KG


Wayne R. Rohde
Attorney-in-fact

WALLENIUS WILHELMSSEN LINES AS


Wayne R. Rohde
Attorney-in-fact

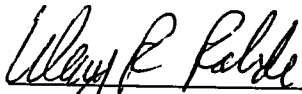
FESCO OCEAN MANAGEMENT
LIMITED
d/b/a Fesco Australia North America
Line


Wayne R. Rohde
Attorney-in-fact

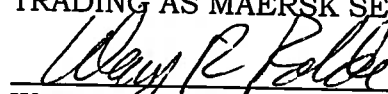
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SIGNATURE PAGE (continued)

AUSTRALIA-NEW ZEALAND
DIRECT LINE


Wayne R. Rohde
Attorney-in-fact

DAMPSKIBSSELSKABET OF 1912,
AKTIESELSKAB AND AKTIESELSKABET
DAMPSKIBSSELSKABET SVENDBORG
TRADING AS MAERSK SEALAND


Wayne R. Rohde
Attorney-in-fact